

INSTRUCTIVE PERFORMANCE EVALUATION  
**FROM SUPPLIERS- CONTRACTORS**  
Conveyor de Gas Internacional SA ESP



**TGI**  
Grupo Energía Bogotá



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Grupo Energía Bogotá

# INSTRUCTIVO DE EVALUACIÓN DE DESEMPEÑO **DE PROVEEDORES- CONTRATISTAS**

# INSTRUCTIVO DE EVALUACIÓN DE DESEMPEÑO DE PROVEEDORES- CONTRATISTAS

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# Chapter I: General disposition

## 1. Object

**This Instruction contains the general guidelines that regulate the performance evaluation to which all suppliers / contractors of goods and services of Transportadora de Gas Internacional TGI SA ESP, hereinafter the Company, are subject.**

**This evaluation is a contractual management measurement tool and as such can be used to make decisions about current contracts, invitations and long-term relationships with suppliers / contractors, in addition to:**

- a) Allow the identification of shortcomings in the performance of suppliers and contractors, in order to apply continuous improvement plans in the execution of contracts.**
- b) Provide useful and objective information that supports the design of supplier development and strengthening programs.**
- c) Provide a tool that allows the Company to carry out the supplier / contractor performance evaluation process based on the type of good or service they provide.**
- d) Facilitate the consultation of all those interested in knowing the result of the supplier / contractor performance evaluation.**

## 2. Area of application

**The performance evaluation of suppliers / contractors established in this Instruction, applies to the TRANSPORTATION OF INTERNATIONAL GAS TGI. SA ESP, as well as for the other subsidiaries and business units interested in implementing it as a good practice.**

## 3. Responsibilities

**So much The controller of the contract, as the Supply Management will have the following responsibilities regarding the performance evaluation of the Company's suppliers / contractors:**

- a) Contract Controller: will be responsible for carrying out the performance evaluation of the Company's suppliers / contractors, in the tool provided by the Supply Management for this purpose, during and at the end of the execution of a contract and according to the periodicity indicated in the present Instructions. At the same time, it will be responsible for monitoring the improvement plans that suppliers / contractors must propose and execute when they are qualified under the "REGULAR" or "DEFICIENT" typology as defined below.**

**b) Supply Management:** It will be the area responsible for administering the supplier / contractor performance evaluation tool, as well as:

- **Bimonthly consolidate the information of the results of the evaluations carried out.**
- **Support in the formulation or design of supplier / contractor strengthening and development programs.**
- **Provide the necessary accesses and configurations to make available to collaborators the supplier / contractor performance evaluation tool.**
- **Train contract auditors on the procedure and use of the supplier / contractor performance evaluation tool.**
- **Make statistics or reports regarding the management of suppliers.**

#### **4. Performance Evaluation Classification**

The supplier / contractor performance evaluation tool is designed according to the type of good or service that you are supplying or providing to the Company, respectively.

The types of goods and services defined for the evaluation are:

- a) **Suppliers and contractors of goods and equipment.**
- b) **Suppliers and contractors of services and consulting.**
- c) **Suppliers and contractors of works and maintenance.**

#### **5. Performance Evaluation Criteria:**

The supplier / contractor performance evaluation will take into account the following criteria:

- a) **The result of the performance evaluation of a supplier / contractor will be cataloged as follows:**

<b>SCORE</b>	<b>QUALIFICATION</b>
<b>Greater than or equal to 90</b>	<b>Excellent</b>
<b>Greater than or equal to 80 and less than 90</b>	<b>Okay</b>
<b>Greater than 70 and less than 80</b>	<b>Regular</b>
<b>Less than or equal to 70</b>	<b>Deficient</b>

- b) Said cataloging will allow the Company to identify the best suppliers / contractors with which to establish permanent and long-term contractual relationships.
- c) The way in which performance will be evaluated will depend on the type of contractual relationship with the Company.
- d) The Criteria to evaluate in the Contracts are:

CRITERION	EVALUATOR
Technical Compliance	<b>Contract Controller</b>  (It may be supported in specialized functional areas in each criterion, if required)
Administrative Compliance	
Industrial Safety, Occupational Health and Risk Prevention Compliance	
Compliance with Environmental management	
Compliance Responsibility Corporate Social - CSR	
Quality Compliance	

- e) All performance evaluations must be recorded in the tool approved by the Company for this purpose.
- f) The Performance Evaluation obtained by a Consortium or Temporary Union will also apply to all its members.

**6. Periodicity of the Performance Evaluation**

Periodic evaluations should be carried out during the execution of the contract, in order to ensure that the supplier / contractor is complying with the obligations established therein. If the result of the performance evaluation is “regular” or “deficient”, the contract controller must agree on an improvement plan with the supplier / contractor to optimize their performance and / or carry out the contractual actions foreseen in the contract.

**Each periodic evaluation shall reflect the behavior of the supplier / contractor during the execution of the contract until the moment of evaluation.**

**At the end of the contract, the Final Performance Evaluation will be carried out, which will be the result of the performance of the supplier / contractor throughout the term of execution of the contract. Said evaluation must be signed by both the Financial Controller and his immediate superior.**

**The Controller of the contract must communicate the performance evaluation to the supplier / contractor at the time of processing the approval of the last payment or preparing the Termination or Liquidation Act, as applicable, of which documentary evidence will be left. The supplier / contractor will have a period of five (5) business days to present their observations to the evaluation, which must be resolved by the Contract Controller. If, after this period, no comments are received from the supplier / contractor, it will be understood that they agree with the evaluation carried out.**

**In the event that the parties fail to sign the final evaluation document, the Company will unilaterally establish the evaluation, recording its decision, duly justified by the controller.**

**In the event that the supplier / contractor demonstrates that the evaluation obtained is lower than that which corresponds to it, the Financial Controller of the Contract must take the necessary steps so that said evaluation is modified in the system.**

**The supplier / contractor performance evaluation will be carried out in accordance with the following rules:**

<b>EXECUTION TIME</b>	<b>EVALUATION</b>
<b>Less than or equal to three (3) months</b>	<b>It will be held only once at the end of the term, before the end of the contract.</b>
<b>More than three (3) months and less than or equal to twelve (12) months</b>	<b>A first evaluation will be carried out time fifty percent (50%) of the term and a last evaluation at the end of the term, before the end of the contract term.</b>



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<p><b>More than twelve (12) months</b></p>	<p><b>The evaluation will be carried out every six (6) months of execution and a last evaluation at the end of the term, before the end of the contract.</b></p>
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**In case of modifications in contracts, the following rules must be applied:**

**To approve a contractual modification, it will be a prerequisite to have carried out the supplier / contractor performance evaluation.**

<b>DEADLINE FOR MODIFICATION</b>	<b>EVALUATION</b>
<b>Less than or equal to three (3) months</b>	<b>It will be done at the end of the modification period</b>
<b>More than three (3) months and less than or equal to twelve (12) months</b>	<b>A first evaluation will be carried out once the fifty percent (50%) of the term of the modification is fulfilled and a last evaluation at the end of the term of the modification, before the end of the term of the contract.</b>
<b>More than twelve (12) months</b>	<b>The evaluation will be carried out every six (6) months of the respective modification.</b>

## **7. Application of Performance Evaluation to Suppliers or Contractors**

**The supplier / contractor performance evaluation will apply in the following events:**

### **a) Early Termination of Contracts**

**The Company may terminate the contract in advance without compensation in favor of the supplier / contractor, in the event that the performance evaluation is less than seventy (70) points, that is, obtain a “Poor” evaluation in the evaluation. performed.**

**The Company may also terminate the contract in advance without compensation in favor of the supplier / contractor and will not contract with it again, in the event of malicious behavior or ethical conflicts on the part of the supplier / contractor, as well as in the cases in which it presents claims or lawsuits against the Company.**

**b) Modifications**

**To request the modification of a contract, the last Periodic Evaluation of Performance of the supplier / contractor must be presented in the contract to be modified.**

**If the evaluation is “Poor”, the Company may decide not to continue working with said supplier / contractor. In case you decide to approve the modification, the execution of the Improvement Plan will be required.**

**c) Invitation to present offer or expression of interest**

**In this case, the Company must use the average of the supplier / contractor performance evaluations registered to date, taking into account the following rules:**

- **Suppliers / Contractors with a “Poor” performance evaluation average will not be invited to participate in direct bid requests and in closed competitive processes, according to the analysis of convenience and risks carried out by the Company.**
- **Suppliers / Contractors with “Regular or Poor” performance evaluation will not be invited to submit a Direct Offer Request, in accordance with the analysis of convenience and risks carried out by the Company.**
- **Suppliers / Contractors with an average performance evaluation of less than fourteen (14) points in the HSE criteria will not be invited to participate in contracting processes for services or works classified as high risk by the area in charge, according to the convenience analysis. and risks carried out by the Company.**
- **Supplier / Contractor that is involved in investigations associated with irregularities and ethical conflicts presented in the selection process or irregularities have been detected in the execution of other contracts both with the Company and with third parties.**

**d) Evaluation criteria or tiebreaker of offers**

**In this case, the Company will use the average of the supplier / contractor performance evaluations registered to date, taking into account the following rules:**

- **When in a Competitive Process all bidders who meet the requirements have a performance evaluation registered in the Company, a score will be assigned to this aspect as defined in the Process Evaluation.**

- **When in a Competitive Process the tied bidders have a performance evaluation registered in the Company, this may be used as a tiebreaker between offers, as defined in the Process Evaluation.**
- **When in an Open Competitive Process, in which scores will be assigned to previous performance evaluations, it is a requirement within the offer not to have obtained a poor rating in contracts entered into with the Company.**
- **When in a Prequalification, in which a score will be assigned to previous performance evaluations, it is a requirement within the Expression of Interest not to have obtained a deficient qualification in contracts concluded with the Company.**
- **When in a Price Agreement, in which scores will be assigned to previous performance evaluations, it is a requirement within the Expression of Interest not to have obtained a deficient rating in contracts entered into with the Company.**

## **8. Visits to Contractors or Suppliers**

**The Company will have the power to give the opportunity to a supplier / contractor who has obtained the “Regular or Poor” rating in the performance evaluation to participate in its contracting processes, for which they may visit their facilities. , in order to verify the quality standards, HSE, administrative, technical and operational capacity. Said visit must be carried out by the controller of the contract or by whoever is designated by the Company.**

**Based on the findings of the visit, the Company may request an Improvement Plan. Compliance with said plan will be validated by the Financial Controller of the contract if it is in progress or by the Strategic Supply Management if it has already been settled. In case of considering that the supplier / contractor has improved and is fit to contract with the Company, the Financial Controller or the Strategic Supply Direction will issue a document authorizing the supplier / contractor to be invited to participate in eventual contracting processes or to make modifications, at the discretion of the Company.**

**9. Supplier performance evaluation criteria qualification / contractor**

**The Financial Controller shall carry out the qualification of the performance evaluation criteria of the Company's supplier / contractor with respect to these Instructions, in accordance with Annex No. 1 thereof.**

**You can develop or have performance evaluation matrices of suppliers / contractors for specific goods or services, which must have the endorsement of the Strategic Supply Directorate. Said matrices may be used guaranteeing the registration of the evaluation in the tool established for that purpose by the Company.**

## **Annexed one: Arrays**

CRITERIA	SUBCRITERIA	THE CONTRACTOR / SUPPLIER ...	GOODS AND TEAMS	SCORE			
				Weight	SERVICES AND CONSULTANCIE	Weight	WORKS AND MAINTENANCE
TECHNICAL COMPLIANCE	I- Compliance with Technical and / or Quality Specifications (please Choose one of the following options)	You have not received "non-compliance" communications from the financial controller	30	30%	30	30%	30
		You have received one (1) "non-compliance" communication from the Financial Controller	fifteen		fifteen		fifteen
		You have received two (2) "non-compliance" communications from the Financial Controller	8		8		8
		You have received three (3) or more "non-compliance" communications from the Financial Controller	5		5		5
		Suspensions or fines have been applied to the contract for breach of obligations stipulated therein	one		one		one
		The contract has been terminated early for serious breach during its execution, or any of the guarantees of the contract have been made effective	0		0		0
	II- Compliance with the Schedule / Delivery Times (please select one of the following options)	You have 100% met the deadlines for delivery of goods or the schedule established for the provision of the service	25	25%	twenty	twenty %	twenty
		Has presented non-compliance of up to 10% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	10		10		10
		Has presented non-compliance between 10% and 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	5		5		5
		Has presented non-compliance equal to or greater than 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	0		0		0
ADMINISTRATIVE COMPLIANCE	III- Administrative Aspects	Timely delivery of contract documents (signed contract, policies, deliverables and defined reports, invoicing)	fifteen	twenty %	3	fifteen %	3
		Evidence of compliance with labor obligations (payment of wages, vacations and benefits)	NA		5		5
		Presents timely the certificates of payment of parafiscales, social security and family compensation fund	NA		5		5
		Provides a timely response to requests, complaints and claims by the financial controller	5		two		two
HSE COMPLIANCE	IV- Industrial Safety, Occupational Health and Risk Prevention	100% compliant with what is stipulated in the contractual Annex of requirements in safety, health at work and environment for contractors.	10	10%	two	14%	two
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management	NA		two		two
		Provides the staff with the PPE required for the provision of the service	NA		3		3
		Does not present any occupational accident with lost time	NA		5		5
		Apply the changes to the action plans on topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management suggested by the Company in an agile way without generating delays	NA		two		two
ENVIRONMENTAL MANAGEMENT COMPLIANCE	V- Compliance with Environmental and Social Management Regulations	Evidence of compliance with applicable environmental regulations at all stages of the contract.	10	10%	3	8%	3
		Evidence of the application of programs or operational controls on environmental aspects and impacts for the development of contract activities.	NA		3		3
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in the environmental aspects and impacts associated with the development of the contract.	NA		two		two
CSR COMPLIANCE	VI- Compliance in CSR Aspects	It has not originated events with a negative impact on the social environment that imply an affection in the execution of the contract	NA	0%	two	6%	3
		Evidence of the linkage of labor in the region	NA		two		one
		Complies with the obligations contracted with its subcontractors	NA		two		two
QUALITY COMPLIANCE	VII- Quality Systems and Standards	Evidence of compliance greater than 90% in the established Quality Plan	5	0%	3	4%	two
	VIII- Machinery, Vehicles and / or Equipment	Provides the vehicles, machinery, equipment and tools provided for the provision of the service as stipulated in the contract	NA		NA		two
	IX- Staff	Has received less than five (5) complaints from internal users regarding the contractor's work team	NA		two		one
Inform within five (5) days of the personnel changes that arise during the development of the contract		NA	two	two			

SCORE TOTAL:100100100

			GOODS AND EQUIPMENT
CRITERIA	SUBCRITERIA	THE CONTRACTOR / SUPPLIER ...	SCORE MAXIMUM
<b>TECHNICAL COMPLIANCE</b>	<b>I- Compliance with Technical and / or Quality Specifications</b> (please select one of the following options)	You have not received "non-compliance" communications from the financial controller	30
		You have received one (1) "non-compliance" communication from the Financial Controller	fifteen
		You have received two (2) "non-compliance" communications from the Financial Controller	8
		You have received three (3) or more "non-compliance" communications from the Financial Controller	5
		Suspensions or fines have been applied to the contract for breach of obligations stipulated therein	one
		The contract has been terminated early for serious breach during its execution, or any of the guarantees of the contract have been made effective	0
	<b>II- Compliance with the Schedule / Delivery Times</b> (please select one of the following options)	You have 100% met the deadlines for delivery of goods or the schedule established for the provision of the service	25
		Has presented non-compliance of up to 10% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	10
		Has presented non-compliance between 10% and 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	5
		Has presented non-compliance equal to or greater than 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	0
<b>ADMINISTRATIVE COMPLIANCE</b>	<b>III- Administrative Aspects</b>	Timely delivery of contract documents (signed contract, policies, deliverables and defined reports, invoicing)	fifteen
		Provides a timely response to requests, complaints and claims by the financial controller	5
<b>HSE COMPLIANCE</b>	<b>IV- Industrial Safety, Occupational Health and Risk Prevention</b>	100% compliant with what is stipulated in the contractual Annex of requirements in safety, health at work and environment for contractors	10
<b>ENVIRONMENTAL MANAGEMENT COMPLIANCE</b>	<b>V- Compliance with Environmental and Social Management Regulations</b>	Evidence of compliance with applicable environmental regulations at all stages of the contract.	10
<b>QUALITY COMPLIANCE</b>	<b>VI- Quality Systems and Standards</b>	Evidence of compliance greater than 90% in the established Quality Plan	5

**TOTAL SCORE OBTAINED RATING**



			SERVICES AND CONSULTANCIES
CRITERIA	SUBCRITERIA	THE CONTRACTOR / SUPPLIER ...	TOP SCORE
TECHNICAL COMPLIANCE	I- Compliance with Technical and / or Quality Specifications (please select one of the following options)	You have not received "non-compliance" communications from the financial controller	30
		You have received one (1) "non-compliance" communication from the Financial Controller	fifteen
		You have received two (2) "non-compliance" communications from the Financial Controller	8
		You have received three (3) or more "non-compliance" communications from the Financial Controller	5
		Suspensions or fines have been applied to the contract for breach of obligations stipulated therein	one
		The contract has been terminated early for serious breach during its execution, or any of the guarantees of the contract have been made effective	0
	II- Compliance with Schedule / Delivery Times (please select one of the following options)	You have 100% met the deadlines for delivery of goods or the schedule established for the provision of the service	twenty
		Has presented non-compliance of up to 10% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	10
		Has presented non-compliance between 10% and 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	5
		Has presented non-compliance equal to or greater than 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	0
ADMINISTRATIVE COMPLIANCE	III- Administrative Aspects	Timely delivery of contract documents (signed contract, policies, deliverables and defined reports, invoicing)	3
		Evidence of compliance with labor obligations (payment of wages, vacations and benefits)	5
		Presents timely the certificates of payment of parafiscales, social security and family compensation fund	5
		Provides a timely response to requests, complaints and claims by the financial controller	two
HSE COMPLIANCE	IV- Industrial Safety, Occupational Health and Risk Prevention	100% compliant with what is stipulated in the contractual Annex of requirements in safety, health at work and environment for contractors	two
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management	two
		Provides the staff with the PPE required for the provision of the service	3
		Does not present any occupational accident with lost time	5
		Apply the changes to the action plans on topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management suggested by the Company in an agile way without generating delays	two
ENVIRONMENTAL MANAGEMENT COMPLIANCE	V- Compliance with Environmental and Social Management Regulations	Evidencia el cumplimiento con la normatividad ambiental aplicable en todas las etapas del contrato.	3
		Evidencia the application of programs or operational controls on environmental aspects and impacts for the development of the activities of the contract.	3
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in the environmental aspects and impacts associated with the development of the contract.	two
CSR COMPLIANCE	VI- Compliance in CSR Aspects	It has not originated events with a negative impact on the social environment that imply an affectation in the execution of the contract	two
		Evidence of the linkage of labor in the region	two
		Complies with the obligations contracted with its subcontractors	two
QUALITY COMPLIANCE	VII- Quality Systems and Standards	Evidence of compliance greater than 90% in the established Quality Plan	3
	IX- Staff	Has received less than five (5) complaints from internal users regarding the contractor's work team	two
		Inform within five (5) days of the personnel changes that arise during the development of the contract	two
<b>TOTAL SCORE OBTAINED</b>			

CRITERIA	SUBCRITERIA	THE CONTRACTOR / SUPPLIER ...	WORKS AND MAINTENANCE
			TOP SCORE
TECHNICAL COMPLIANCE	I- Compliance with Technical and / or Quality Specifications (please select one of the following options)	You have not received "non-compliance" communications from the financial controller	30
		You have received one (1) "non-compliance" communication from the Financial Controller	fifteen
		You have received two (2) "non-compliance" communications from the Financial Controller	8
		You have received three (3) or more "non-compliance" communications from the Financial Controller	5
		Suspensions or fines have been applied to the contract for breach of obligations stipulated therein	one
		The contract has been terminated early for serious breach during its execution, or any of the guarantees of the contract have been made effective	0
	II- Compliance with the Schedule / Delivery Times (please select one of the following options)	You have 100% met the deadlines for delivery of goods or the schedule established for the provision of the service	twenty
		Has presented non-compliance of up to 10% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	10
		Has presented non-compliance between 10% and 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	5
		Has presented non-compliance equal to or greater than 20% in the deadlines established for the delivery of goods or the schedule for the provision of the service for causes attributable to the supplier / contractor	0
ADMINISTRATIVE COMPLIANCE	III- Administrative Aspects	Timely delivery of contract documents (signed contract, policies, deliverables and defined reports, invoicing)	3
		Evidence of compliance with labor obligations (payment of wages, vacations and benefits)	5
		Presents timely the certificates of payment of parafiscales, social security and family compensation fund	5
		Provides a timely response to requests, complaints and claims by the financial controller	two
HSE COMPLIANCE	IV- Industrial Safety, Health Occupational and Risk Prevention	100% compliant with what is stipulated in the contractual Annex of requirements in safety, health at work and environment for contractors	two
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management	two
		Provides the staff with the PPE required for the provision of the service	3
		Does not present any occupational accident with lost time	5
		Apply the changes to the action plans on topics of: Industrial Safety, Occupational Health, Environmental Management and Risk Management suggested by the Company in an agile way without generating delays	two
ENVIRONMENTAL MANAGEMENT COMPLIANCE	V- Compliance with Environmental and Social Management Regulations	Evidence of compliance with applicable environmental regulations at all stages of the contract.	3
		Evidence of the application of programs or operational controls on environmental aspects and impacts for the development of contract activities.	3
		Evidence periodic training (minimum one a month) to its personnel assigned to provide the service in the environmental aspects and impacts associated with the development of the contract.	two
CSR COMPLIANCE	VI- Compliance in CSR Aspects	It has not originated events with a negative impact on the social environment that imply an affectation in the execution of the contract	3
		Evidence of the linkage of labor in the region	one
		Complies with the obligations contracted with its subcontractors	two
QUALITY COMPLIANCE	VII- Quality Systems and Standards	Evidence of compliance greater than 90% in the established Quality Plan	two
	VIII- Machinery, Vehicles and / or Equipment	Provides the vehicles, machinery, equipment and tools provided for the provision of the service as stipulated in the contract	two
	IX- Staff	Has received less than five (5) complaints from internal users regarding the contractor's work team	one
		Inform within five (5) days following the personnel changes that arise during the development of the contract	two
<b>TOTAL SCORE OBTAINED</b>			
<b>RATING</b>			

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